



CLERK, U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS

**ENTERED**

THE DATE OF ENTRY IS ON  
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed December 12, 2024

United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION

In re:	§	
GANDY'S TRANSPORT, LLC	§	Case No. 24-43354-elm11
	§	
	§	Chapter 11
Debtor.	§	
	§	JUDGE EDWARD L. MORRIS

**AGREED ORDER GRANTING MITSUBISHI HCCAPITAL AMERICA, INC.'S  
MOTION FOR RELIEF FROM AUTOMATIC STAY REGARDING EQUIPMENT  
IN PART**

Before me came to be considered Mitsubishi HC Capital America, Inc.'s *Motion for Relief from Automatic Stay Regarding Equipment* (the "Motion") filed by Mitsubishi HC Capital America, Inc. ("Movant") seeking an Order pursuant to 11 U.S.C. § 362(d)(1) and/or § 362(d)(2) lifting the automatic stay in the above-captioned Chapter 11 proceeding of the Debtor, Gandy's Transport, LLC, ("Debtor"), with respect to the below collateral in which Movant has a security interest (the "Collateral"): a 2020 Great Dane Reefer Trailer with a 2019 Thermo King Reefer Unit, VIN #1GR1A0627LW168512

After reviewing the Motion and considering the arguments of counsel, the Court is of the opinion that the Motion should be **GRANTED IN PART**.

IT IS THEREFORE ORDERED, ADJUDGED, and DECREED that the continuation of the automatic stay shall immediately be lifted on a limited basis, and solely for the purpose of, allowing Debtor to provide Movant adequate protection payments as to the Collateral.

IT IS THEREFORE ORDERED, ADJUDGED, and DECREED that Debtor shall pay adequate protection to Movant in the amount of \$625.00 per month for use of the Collateral. Such payments shall be paid on the 15<sup>th</sup> day of each month and shall begin on November 15, 2024.

IT IS THEREFORE ORDERED ADJUDGED, and DECREED that the Debtor shall maintain effective full coverage insurance on the Collateral.

IT IS THEREFORE ORDERED ADJUDGED, and DECREED that the All payments to be made to Movant must be received by Movant on or before their respective due dates and should be forwarded to the following: Mitsubishi HC Capital America, Inc., c/o Matt Kye, Kye Law Group, P.C., 201 Old Country Rd., Suite 120, New York, NY 11747.

IT IS THEREFORE ORDERED ADJUDGED, and DECREED that if the Debtor defaults in any provision of this Order, Movant shall give Debtor, Debtor's attorney, and the Trustee, if any, notice of such default[s] at the addresses on the Court's docket at the time the notice is sent. The Debtor will then have fourteen (14) days after the mailing of such notice to cure such default[s]. If the Debtor fails to cure the default[s] within the 14-day period, the automatic stay will lift thereby allowing Movant to proceed against the Collateral under applicable law and to repossess the Collateral and to foreclose its security interest in the Collateral, non-judicially or judicially.

### END OF ORDER ###

AGREED TO AND APPROVED BY:

BY: M. Jermaine Watson (with permission)

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